

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enduro Systems, Inc.		12/10/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	633 Folsom Street, 7th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	INC. ASSOCIATION:		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	0868170	IS	
Registration Number:	0909775	IS	
Registration Number:	1023190	SUPER TUFF	
Registration Number:	1299512	COMPOSITE TECHNOLOGY, INC.	
Registration Number:	1316955	VESCA	
Registration Number:	1315790		
Registration Number:	1375611	VELCON	
Registration Number:	1416950	VELCON	
Registration Number:	1706781	CTI	
Registration Number:	1759727	COMPOSITE TECHNOLOGY, INC.	
Registration Number:	1185778	TUFF SPAN	
Registration Number:	2950219	AQUASPAN	
CORRESPONDENCE DATA			

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900149655

TRADEMARK
REEL: 004112 FRAME: 0014

Fax Number: (713)238-7343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713 220 4200

Email: pat-tmk@andrewskurth.com

Correspondent Name: Andrews Kurth LLP

Address Line 1: 600 Travis, Suite 4200

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:

184900

NAME OF SUBMITTER:

Theresa M. Evenbly

Signature:

/event//

Date:

12/10/2009

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 10th day of December, 2009 by and among by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party").

WITNESSETH:

A. Enduro Systems, Inc., a Texas Corporation (the "Borrower"), the other Grantors and the Secured Party have entered into a Credit Agreement dated of even date herewith (as the same may be amended, supplemented, restated, increased or modified from time to time, the "Credit Agreement").

B. The Grantors and the Secured Party have entered into a Security Agreement dated of even date herewith (as the same may be amended, supplemented, restated, increased or modified from time to time, the "Security Agreement"), pursuant to which the Grantors have granted a security interest in the Collateral (as defined in the Security Agreement), including, without limitation, all right, title and interest of each Grantor in and to all now owned and hereafter acquired Trademarks and Trademark Licenses (each as defined in the Security Agreement) set forth in Schedule I attached hereto, in order to secure the payment of all Obligations (as defined in the Security Agreement).

C. The proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement.

D. It is a condition precedent to the obligation of Secured Party to make extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Texas UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i)

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(c) all products and proceeds (as that term is defined in the Texas UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR THE OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. Grantors shall give notice to the Secured Party with respect to any such new Trademark Collateral as required by the Security Agreement. In the event any Grantor shall fail to comply with the foregoing provision, Grantors hereby authorize the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any new Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT THAT THE PERFECTION OF ANY SECURITY INTEREST HEREUNDER, OR ANY REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE PURSUANT TO MANDATORY CHOICE OF LAW RULES GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN TEXAS.

[SIGNATURE PAGE FOLLOWS]

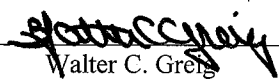
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


ENDURO SYSTEMS, INC.

By: 
Walter C. Greig
President and Chief Executive Officer

ENDURO HOLDINGS, INC.

By: 
Walter C. Greig
President and Chief Executive Officer

FW ACQUISITION CO.

By: 
Walter C. Greig
President and Chief Executive Officer


INTERSYSTEMS, INC.

By: 
Walter C. Greig
President and Chief Executive Officer

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Chad Johnson
Title: Vice President

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner of Record/Next Owner	Country of Registration	Trademark	Application No/Registration No.	Filing/Registration Date	Type of Mark
InterSystems, Inc.	U.S.	IS & Design	868,170	04/15/1969	Logo for Grain Sampling Devices
InterSystems, Inc.	U.S.	IS & Design	909,775	03/09/1971	Logo for Grain Sampling Devices
Enduro Systems, Inc.	U.S.	SUPER TUFF	1,023,190	10/21/1975	Words for Fiberglass Structures
Enduro Systems, Inc.	U.S.	COMPOSITE TECHNOLOGY, INC.	1,299,512	10/09/1984	Words for Glass Fiber Structures
Velasco Scale Co.	U.S.	VESCA	1,316,955	01/29/1985	Words for Plastic & Reinforced Fiberglass Pipes
Enduro Systems, Inc.	U.S.	Design Only	1,315,790	01/22/1985	Logo for Fiberglass Structures
Velasco Scale Co.	U.S.	VELCON	1,375,611	12/17/1985	Words for Electronic Process Control Units
Velasco Scale Co.	U.S.	VELCON	1,416,950	11/11/1986	Words for Custom Manufacture of Precision Weighing Equipment & Engineering Services Relative to Custom Design Precision Weighing Equipment Systems, Control Systems, etc.
Enduro Systems, Inc.	U.S.	CTI & Design	1,706,781	08/11/1992	Words & Logo
Enduro Systems, Inc.	U.S.	COMPOSITE TECHNOLOGY, INC.	1,759,727	03/23/1993	Words
Enduro Systems, Inc.	U.S.	TUFF SPAN	1,185,778	01/12/1982	Words for Fiberglass Building Materials
Enduro Systems, Inc.	U.S.	AQUASPAN	2,950,219	05/10/2005	Words for Baffle Panels in the Nature of Submersible Fiberglass Walls used to Direct Water Flow at Waste Water Treatment Facilities in Class 19 (U.S. CLS. 1, 12, 33 and 50)

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